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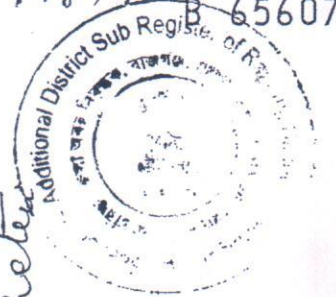
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11/1/15  
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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

28.05.15 B-656070



Whereof one part is the original and the other part is the duplicate. The original and duplicate are shown and registered in the office of the Additional District Sub-Registrar, Raiganj, Jalpaiguri. The duplicate is attached to this document and the original is retained in the office of the Additional District Sub-Registrar, Raiganj, Jalpaiguri.

Additional Dist Sub-Registrar  
 Raiganj, Jalpaiguri

18 FEB 2015

Shanli Chhetri

Page No. 1

**DEED OF SALE (CONVEYANCE)**

Shan

BETWEEN

THIS INDENTURE IS MADE ON THIS THE 18<sup>th</sup> DAY OF  
FEBRUARY TWO THOUSAND FIFTEEN.

Land measuring	:	5 Katha
Mouza	:	DABGRAM,
J.L. No.	:	2,
Khatian No.	:	240,
Plot No.	:	132
Sheet No.	:	8,
Police Station	:	Bhaktinagar,
District	:	Jalpaiguri,
Value	:	Rs. 28,00,000/-

DEED OF SALE (CONVEYANCE)

Shanki Chali

AND

WHEREAS the Vendor Smt. Shanti Chhetri, wife of Sri D.B. Chhetri is the absolute owner-in-possession of the land measuring 5 Katha or 0.0825 Acre, appertaining to Plot No. 140, 141, 132, 135, 136, 138 & 139, recorded under Khatian No. 240, situated within Mouza - Dabgram, J.L. No. 2, Sheet No. 8, Touzi No. 3, Pargana - Baikantapur, within the jurisdiction of Police Station - Bhaktinagar in the District of Jalpaiguri by virtue of a Deed of Sale, executed by Sri Aruni Roy, son of Sri Rakhai Singh Roy and Smt. Dhakeshwari Roy, wife of Sri Arani Roy on 26-03-1982 and the same was registered in the office of the Sadar Joint Sub-Registrar at Jalpaiguri, recorded in Book No. I, Being No. 1435 for the year 1982 and she is possessing and enjoying the said plot of land having all permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

SMT. SHANTI CHHETRI, wife of Sri D.B. Chhetri, Hindu by religion, Indian by national, Housewife by occupation, presently residing at Kalimpong, P.O. & P.S. Kalimpong, Dist. Darjeeling in the state of West Bengal - hereinafter called the "VENDOR" (which expression shall mean and include unless excluded by or repugnant to the context her heirs, successors, legal representatives, executors, administrators and assigns) of the OTHER PART.

AND

GANESH ENCLAVE PRIVATE LIMITED, a Company incorporated under the Indian Companies Act, 1956, having its incorporation ID No. U45203WB2000PTC091813, having its registered office at Jyoti Nagar, Sevoke Road, P.O. Siliiguri, P.S. Bhaktinagar, Dist. Jalpaiguri, Pin 734001, in the state of West Bengal, represented by one of its Director SRI SHYAM AGARWAL, son of Sri Ramlal Agarwal - hereinafter called the "PURCHASER" (which expression shall mean and include unless excluded by or repugnant to the context its heirs, successors, legal representatives, executors, administrators and assigns) of the ONE PART. (I.T. PAN AABCG 5729 J).

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer, acceptance and also in consideration of the said sum of Rs. 28,00,000/- (Rupees Twenty eight lakhs) only paid by the Purchaser to the Vendor hereof (the receipt whereof the Vendor do hereby acknowledge and grant full discharge

WHEREAS the Vendor hereof considering the said price so offered by the Purchaser as fair, reasonable and highest in view of prevailing market rate, have firmly and finally agreed to sell their said below scheduled land to the Purchaser hereof at or for the price of the sum of Rs. 28,00,000/- (Rupees Twenty eight lakhs) only free from all encumbrances and charges whatsoever and the said land is hereby transferred in the manner as hereinafter appearing.

AND

WHEREAS the Purchaser hereof relying on the aforesaid statement of the Vendor have agreed to purchase the said land measuring 5 Katha more fully described in the Schedule appended below and offered a price of the sum of Rs. 28,00,000/- (Rupees Twenty eight lakhs) only free from all encumbrances and charges whatsoever.

AND

WHEREAS now the Vendor hereof being in need of money for her own development plans and schemes have decided to sell and has also offered for sale her aforesaid land measuring 5 Katha as fully described in the Schedule appended below, disclosing the aforesaid facts relating thereto and declaring the same free from all encumbrances and charges whatsoever.

AND

WHEREAS thereafter the Vendor hereof have surveyed her aforesaid plot of land by a qualified surveyor and on such survey it was found that though the plot number of the said land was written as 140, 141, 132, 135, 136, 138 & 139 in the previous deed of sale but actually the entire land is situated in Plot no. 132, recorded under Khatian No. 240, situated within Mouza - Dabgram, J.T. No. 2, Sheet No. 8, Pargana - Baikantapur, within the jurisdiction of Police Station - Bhaktinagar in the District of Jalpaiguri.

Shawli. Ch

THE VENDOR do hereby declare that the Purchaser shall occupy, hold, enjoy and possess the said landed property hereby transferred by the Vendor by these presents as absolute owner by mutating its name in the office of the B.L. & L.R.O. Rajgani and Silihuri Municipal Corporation and the Purchaser shall have the right to sell, gift, mortgage or transfer otherwise the ownership of the Schedule property or let-out, lease-out the Schedule property to any other person.

*Handwritten initials*

THE VENDOR does hereby covenant with the Purchaser that the entire property forming subject matter of the present conveyance is in khas and actual possession of the Vendor at the date of these presents. If for any defect in the title of the land hereby sold or any part thereof or for any act done or suffered to be done by the Vendor, the Purchaser are deprived of ownership or of possession thereof the land hereby sold or any part thereof in future, the Vendor shall be liable to return to the Purchaser the full or proportionate part of the said price money as the case may be together with interest from the date of such deprivation or dispossession and the Vendor shall also be liable to pay adequate compensation to the Purchaser for any other loss, or injury which the Purchaser may suffer there from.

THE VENDOR do hereby declare that the Vendor has not previously sold, mortgaged, transferred or contracted for sale or otherwise the said land hereby sold or any part thereof suffers from no defect of title and in the event of discovery or any contrary is proved, the Vendor shall be liable to be dealt with according to law both Civil and Criminal as the case may be and shall be also liable to pay adequate compensation to the Purchaser.

from the payment thereof) the Vendor do hereby grant, convey, sell, assign and transfer unto the Purchaser the said vacant land hereby sold described in the schedule below and make over possession thereof to the Purchaser together with all right, title, interest, liberties, easements, privileges, appendices, appurtenances, whichever are belonging to or in any way appertaining to the said land or any part thereof **TO HAVE AND TO HOLD** the same absolutely by the Purchaser forever peaceably and quietly without any interference or interruption from the Vendor or any person or persons claiming under him, subject to the payment of rent etc. payable to the Superior Landlord The Govt. of West Bengal.

*Shankar Ch...*

Within the aforesaid boundary the Vendor hereby sales 5 Katha of land to the Purchaser hereof by these presents.

By the NORTH : Land of Plot No. 135;  
By the SOUTH : Land of Plot No. 144;  
By the EAST : Land of Ganesh Enclave. Private Limited;  
By the WEST : Land of Plot No. 132 (Part)

The said demised land is butted and bounded as follows :-

ALL THAT PIECE OR PARCEL of vacant land measuring 5 Katha, at an annual proportionate rent of Rs. 35=00 only per decimal payable to the Govt. of West Bengal now represented by the B.L. & L.R.O., Rajganj, recorded in Khatian No. 240, included in Plot No. 132, situated within Pargana - Baikantapur, Mouza - DABGRAM, J.L. No. 2, Sheet No. 8, Touzi No. 3, under Silliguri Municipal Corporation, within the jurisdiction of Police Station Bhaktinagar, Sub-Division, District Sub-Registry Office and District Jalpaiguri, in the State of West Bengal. (R.O.R. of the Dahala and Proposed to be used as Bastu).

## SCHEDULE OF LAND

THE VENDOR further declare that all rent and other charges payable for the property hereby transferred or expressed or intended so to be that has accrued due upto the date of these presents have been paid and all others covenants and conditions required to be observed and performed and in case if it transpires otherwise the Vendor shall be liable to indemnify the purchase for any loss resulting from any such non payment, non-observance and non-performance as aforesaid.

THE VENDOR does hereby further declare that the Vendor at the request and whatsoever if the Purchaser so required in future for peaceful enjoyment and possession of the said land hereby sold by the Vendor by these presents.

Shankar Ch

Separate sheet containing the finger prints of the Vendor and the Purchaser is annexed herewith.

IN WITNESS WHEREOF the Vendor hereof in good health and conscious mind has put her signature on this Deed of Sale on the day, month and year hereinbefore mentioned.

WITNESSES :

1. Belaram Thapa  
 S/o. Mr. Dharbar Thapa  
 Mr. Thapa, Salbam  
 P.O. Ramphani Nagar  
 Silliguri, Dist. Darjeeling

2. Biraj Mishra

S/o Late Sabin Mishra  
 Bankim Nagar  
 P.O. - Seoroad  
 Dist. Jalpaiguri

Drafted, read over and explained by me and computerized in my chamber :-

Tapash Nandi

(Tapash Nandi)  
 Advocate, Silliguri

Enrolment No. WB -1030/2002

Shanti Chatterjee  
 Signature of the Vendor



Finger Prints of SHANTI CHHETRI

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

Shanti Chhetri

Signature





Finger Prints of SHYAM AGARWAL

	Right Hand	Left Hand
Thumb		
Fore Finger		
Middle Finger		
Ring Finger		
Little Finger		

SHYAM AGARWAL  
12/11/2011

Signature

18 FEB 2015

Additional Dist. Sub-Registrar  
 Rajganj, Jalpaiguri



Name of Identifier of above Person(s) Balaram Shaha  
 Signature of Identifier with Date

Balaram Thapa  
 Methbari Saibari, Thana:-Pradhan Nagar,  
 District:-Darjeeling, WEST BENGAL, India

1	Shanti Chhetri Address -Kallimpong, Thana:-Kallimpong, P.O. District:-Darjeeling, WEST BENGAL, India	Self		18/02/2015		LTI	18/02/2015	Shanti Chhetri
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II . Signature of the person(s) admitting the Execution at Office.

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
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I . Signature of the Presentant	Name of the Presentant	Photo	Finger Print	Signature with date
	Shanti Chhetri Kallimpong, Thana:-Kallimpong, P.O. District:-Darjeeling, WEST BENGAL, India			Shanti Chhetri 18 FEB 2015

On 18/02/2015

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

**Payment of Fees:**

Amount by Draft  
Rs. 30850/- is paid , by the draft number 962982, Draft Date 17/02/2015, Bank Name State Bank of India, Uttorayan, received on 18/02/2015  
( Under Article : A(1) = 30844/- , Excess amount = 6/- on 18/02/2015 )

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-28,05,000/-

Certified that the required stamp duty of this document is Rs.- 168300 /- and the Stamp duty paid as:

**Deficit stamp duty**

Deficit stamp duty

1. Rs. 49000/- is paid , by the draft number 92942, Draft Date 13/02/2015, Bank : State Bank of India, Uttorayan, received on 18/02/2015

2. Rs. 49000/- is paid , by the draft number 962943, Draft Date 13/02/2015, Bank : State Bank of India, Uttorayan, received on 18/02/2015

3. Rs. 49000/- is paid , by the draft number 962941, Draft Date 13/02/2015, Bank : State Bank of India, Uttorayan, received on 18/02/2015

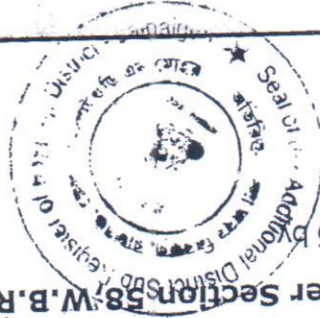
4. Rs. 16300/- is paid , by the draft number 962985, Draft Date 17/02/2015, Bank : State Bank of India, Uttorayan, received on 18/02/2015

**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 13.12 hrs on :18/02/2015, at the Office of the A.D.S.R. RAJGANJ by Smt Shanti Chhetri, Executant.

**Admission of Execution(Under Section 58,W.B.Registration Rules,1962)**

Execution is admitted on 18/02/2015



Additional Dist. Sub-Registrar  
Rajganj, Jalpaiguri  
18 FEB 2015

( Jiban Krishnadas )  
ADDITIONAL DISTRICT SUB-REGISTRAR

1. Smt Shanti Chhetri, wife of Sri D.b Chhetri , Kallimpong, Thana:-Kallimpong, P.O. :-Kallimpong, District:-Darjeeling, WEST BENGAL, India, By Caste Hindu, By Profession : House wife  
Identified By Balaram Thapa, son of Late Dhan Br Thapa, Methibari Salbari, Thana:-Pradhan Nagar, District:-Darjeeling, WEST BENGAL, India, By Caste: Hindu, By Profession: Others.

(Jiban Krishna Das )  
ADDITIONAL DISTRICT SUB-REGISTRAR



Additional Dist. Sub-Registrar,  
Raiganj, Jalpaiguri  
18 FEB 2015

Registered in Book - I  
CD Volume number 4  
Page from 891 to 904  
being No 01195 for the year 2015.



Additional Dist. Sub-Registrar  
Raiganj, Jalpaiguri  
(Jiban Krishnadas) 18-February-2015  
ADDITIONAL DISTRICT SUB-REGISTRAR  
Office of the A.D.S.R. RAIGANJ  
West Bengal